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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

9 BLAINE W. EDWARDS,

10 Plaintiff,

11 v.

12 24 HOUR FITNESS,

13 Defendant.  
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Case No. C09-1016RSL

ORDER GRANTING MOTION  
TO COMPEL ARBITRATION  
AND STAYING CASE

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16 **I. INTRODUCTION**

17 This matter comes before the Court on a motion filed by defendant 24 Hour Fitness to  
18 compel arbitration. Defendant argues that plaintiff, defendant's former employee, agreed to  
19 submit his employment-related disputes to binding arbitration. Plaintiff, who is proceeding *pro*  
20 *se*, has not responded to the motion, which the Court construes as an admission that the motion  
21 has merit. For the reasons set forth below, the Court grants the motion.

22 **II. DISCUSSION**

23 Defendant originally hired plaintiff in January 2005 as a Certified Personal Trainer at the  
24 company's West Seattle fitness center. Plaintiff resigned in June 2005 and was subsequently  
25 rehired at the same club as a fitness counselor. Plaintiff worked for 24 Hour Fitness until his  
26 termination in November 2007. Plaintiff filed his complaint in this Court alleging that defendant  
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1 discriminated against him based on his age and retaliated against him for reporting age  
2 discrimination. After plaintiff filed this lawsuit, defendant, to its credit, made multiple attempts  
3 to discuss the arbitration requirement with plaintiff, but he insisted on proceeding before this  
4 Court.

5 The Court must determine whether the parties intended to arbitrate this dispute. The  
6 Court makes the determination by applying the “federal substantive law of arbitrability” with “a  
7 healthy regard for the federal policy favoring arbitration.” Mitsubishi Motors Corp. v. Soler  
8 Chrysler Plymouth, Inc., 473 U.S. 614, 626 (1985) (explaining that “as with any other contract,  
9 the parties’ intentions control, but those intentions are generously construed as to issues of  
10 arbitrability”). “[A]ny doubts concerning the scope of arbitrable issues should be resolved in  
11 favor of arbitration.” Id. (quoting Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp., 460  
12 U.S. 1, 24-25 (1983)). The standard for a finding of arbitrability is “not high.” See Simula, Inc.  
13 v. Autoliv, Inc., 175 F.3d 719, 721 (9th Cir. 1999) (explaining that to require arbitration,  
14 plaintiff’s “factual allegations need only ‘touch matters’ covered by the contract containing the  
15 arbitration clause and all doubts are to be resolved in favor of arbitrability”). Agreements to  
16 arbitrate in the employment context are enforceable under the Federal Arbitration Act (“FAA”).  
17 See Circuit City Stores, Inc. v. Adams, 532 U.S. 105, 119 (2001).

18 In this case, plaintiff repeatedly agreed to submit employment disputes to binding  
19 arbitration. In his employment application, signed in 2005, plaintiff agreed to submit all claims  
20 to binding arbitration. Declaration of Marla Loar, (Dkt. #12), Ex. E (“I also understand that if I  
21 am offered employment, any dispute which may arise with 24 Hour Fitness [sic], I and 24 Hour  
22 Fitness agree that both will submit it exclusively to final and binding arbitration.”). When he  
23 was hired, plaintiff also received a copy of defendant’s employee handbook, which sets forth  
24 defendant’s arbitration policy. Id., Ex. D. Plaintiff signed a written acknowledgment of his  
25 receipt of the policy; the acknowledgment reiterated that employment disputes were subject to  
26 final and binding arbitration. Id., Ex. F. When plaintiff was rehired in 2007, he received an  
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1 updated copy of the handbook and arbitration policy and acknowledged receipt of the same. Id.,  
2 Exs. G, H (signed acknowledgment stating, “I agree that if there is a dispute arising out of or  
3 related to my employment as described in the ‘Arbitration of Disputes’ policy, I will submit it  
4 exclusively to binding and final arbitration according to its terms.”). The policy set forth in the  
5 2007 handbook explicitly includes disputes brought under the Civil Rights Act of 1964, the Age  
6 Discrimination in Employment Act, and state statutes addressing the same subject matters. Id.,  
7 Ex. G. It is broad enough to cover plaintiff’s claims in this case. Moreover, the policy is written  
8 in clear, easily understandable language. It does not overreach: it permits individuals to conduct  
9 discovery, participate in choosing a mutually agreeable arbitrator, file a charge with the EEOC,  
10 and seek any remedies to which they are otherwise entitled. The agreement was supported by  
11 consideration, including plaintiff’s continued employment. Plaintiff has not identified any  
12 reason why the arbitration provisions are invalid or unenforceable. Accordingly, the Court finds  
13 that the parties had a valid and enforceable agreement to arbitrate plaintiff’s claims.

14 Defendant requests that the Court dismiss this case with prejudice. The FAA provides:

15 If any suit or proceeding be brought in any of the courts of the United States upon any  
16 issue referable to arbitration under an agreement in writing for such arbitration, the court  
17 in which such suit is pending, upon being satisfied that the issue involved in such suit or  
18 proceeding is referable to arbitration under such an agreement, shall on application of one  
of the parties stay the trial of the action until such arbitration has been had in accordance  
with the terms of the agreement, providing the applicant for the stay is not in default in  
proceeding with such arbitration.

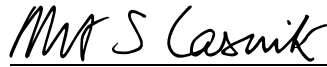
19 9 U.S.C. § 3. The Ninth Circuit has explained that courts have the discretion to grant summary  
20 judgment or dismiss cases “when all claims are barred by an arbitration clause.” Sparling v.  
21 Hoffman Constr. Co., Inc., 864 F.2d 635, 638 (9th Cir. 1988). In this case, however, a stay  
22 appears to be the better course based on the statutory language and because there has been no  
23 adjudication on the merits.

### 24 **III. CONCLUSION**

25 For all of the foregoing reasons, the Court GRANTS defendant’s motion to compel  
26 arbitration (Dkt. #10). This case shall be stayed pending the completion of the arbitration. The  
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1 Clerk of the Court is directed to remove this case from the Court's active caseload.

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3 DATED this 22nd day of October, 2009.

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7 Robert S. Lasnik  
8 United States District Judge  
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